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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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11 L.C., a minor by and through her
12 guardian *ad litem* Maria Cadena,
13 individually and as successor-in-interest
14 to Hector Puga; I.H., a minor by and
15 through his guardian *ad litem* Jasmine
16 Hernandez, individually and as
17 successor-in-interest to Hector Puga;
18 A.L., a minor by and through her
19 guardian *ad litem* Lydia Lopez,
20 individually and as successor-in-interest
21 to Hector Puga; and ANTONIA SALAS
22 UBALDO, individually;

23 Plaintiffs,

24 vs.

25 STATE OF CALIFORNIA; COUNTY
26 OF SAN BERNARDINO; S.S.C., a
27 nominal defendant; ISAAH KEE;
28 MICHAEL BLACKWOOD;
BERNARDO RUBALCAVA;
ROBERT VACCARI; JAKE ADAMS;
and DOES 6-10, inclusive,

Defendants.

Case No. 5:22-cv-00949-KK-SHK

Honorable Kenly Kiya Kato

**ORDER APPROVING AMENDED
EX PARTE APPLICATION FOR
APPROVAL OF COMPROMISE OF
THE MINOR PLAINTIFFS AND
NOMINAL DEFENDANT'S
CLAIMS [Dkts. 198, 206]**

[NOTE CHANGES BY COURT]

ORDER

This Court, having considered Plaintiffs L.C., I.H., and A.L., and Nominal Defendant S.S.C.'s Amended *Ex Parte* Application for Approval of Compromise of the the Minor Plaintiffs and Nominal Defendant's Claims, and GOOD CAUSE appearing therefore, hereby GRANTS the Application and makes the following orders:

1. The settlement of Minor Plaintiff L.C.'s action against the Defendants in the gross amount of \$135,000 is hereby approved.

2. The settlement of Minor Plaintiff I.H.'s action against the Defendants in the gross amount of \$135,000 is hereby approved.

The settlement of Minor Plaintiff A.L.'s action against the Defendants in the gross amount of \$135,000 is hereby approved.

The settlement of Nominal Defendant S.S.C.'s claims against the Defendants in the gross amount of \$135,000 is hereby approved.

3. Defendant County of San Bernardino, through counsel, shall prepare and deliver the drafts for the gross settlement proceeds in the amount of \$250,000 payable as follows:

- a. A draft for \$137,165.04 shall be made payable to the "Law Offices of Dale K. Galipo, Client Trust Account," and sent to the Law Offices of Dale K. Galipo. These funds shall be used to satisfy (1) the attorneys' fees owed to the Law Offices of Dale K. Galipo in the amount of \$20,000 by Minor Plaintiff L.C. from the settlement with County Defendants; (2) the pro rata costs owed to Plaintiff L.C.'s attorneys in the amount of \$1,791.26 from the settlement with County Defendants; (3) the attorneys' fees owed to the Law Offices of Dale K. Galipo in the amount of \$20,000 by Minor Plaintiff I.H. from the settlement with County Defendants; (4) the pro rata costs owed to Plaintiff I.H.'s

1 attorneys in the amount of \$1,791.26 from the settlement with County
2 Defendants; (5) the attorneys' fees owed to the Law Offices of Dale K.
3 Galipo in the amount of \$20,000 by Minor Plaintiff A.L. from the
4 settlement with County Defendants; (6) the pro rata costs owed to
5 Plaintiff A.L.'s attorneys in the amount of \$1,791.26 from the
6 settlement with County Defendants; (7) the attorneys' fees owed to the
7 Law Offices of Dale K. Galipo in the amount of \$20,000 by Nominal
8 Defendant S.S.C. from the settlement with County Defendants; (8) the
9 pro rata costs owed to Nominal Defendant S.S.C.'s attorneys in the
10 amount of \$1,791.26 from the settlement with County Defendants; and
11 (9) the total gross amount to Plaintiff Antonia Salas Ubaldo in the
12 amount of \$50,000.

13 b. Defendant County of San Bernardino will partially fund the purchase of
14 a structured annuity for the Minor Plaintiff L.C. in the total amount of
15 \$76,163.61 from MetLife Assignment Company, Inc. (hereinafter
16 referred to as "Assignee") by issuing a check made payable MetLife
17 Assignment Company, Inc. in the amount of \$28,208.74, and MetLife
18 Assignment Company, Inc. will provide periodic payments to be made
19 by Metropolitan Tower Life Insurance Company (hereinafter referred
20 to as "Annuity Carrier") rated A+ Class XV by A.M. Best Company as
21 set forth in "Exhibit A" to the Declaration of Hang D. Le and in the
22 table below. The total amount that L.C. will receive after the final
23 payment is made directly to her from the annuity is \$122,467.77.

24 c. Defendant County of San Bernardino will partially fund the purchase of
25 a structured annuity for the Minor Plaintiff I.H. in the total amount of
26 \$76,163.61 from MetLife Assignment Company, Inc. (hereinafter
27 referred to as "Assignee") by issuing a check made payable MetLife
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1 Assignment Company, Inc. in the amount of \$28,208.74, and MetLife
2 Assignment Company, Inc. will provide periodic payments to be made
3 by Metropolitan Tower Life Insurance Company (hereinafter referred
4 to as “Annuity Carrier”) rated A+ Class XV by A.M. Best Company as
5 set forth in “Exhibit A” to the Declaration of Hang D. Le and in the
6 table below. The total amount that L.C. will receive after the final
7 payment is made directly to her from the annuity is \$168,381.74.

8 d. Defendant County of San Bernardino will partially fund the purchase of
9 a structured annuity for the Minor Plaintiff A.L. in the total amount of
10 \$76,163.61 from MetLife Assignment Company, Inc. (hereinafter
11 referred to as “Assignee”) by issuing a check made payable MetLife
12 Assignment Company, Inc. in the amount of \$28,208.74, and MetLife
13 Assignment Company, Inc. will provide periodic payments to be made
14 by Metropolitan Tower Life Insurance Company (hereinafter referred
15 to as “Annuity Carrier”) rated A+ Class XV by A.M. Best Company as
16 set forth in “Exhibit A” to the Declaration of Hang D. Le and in the
17 table below. The total amount that A.L. will receive after the final
18 payment is made directly to her from the annuity is \$178,677.81.

19 e. Defendant County of San Bernardino will partially fund the purchase of
20 a structured annuity for the Nominal Defendant S.S.C. in the total
21 amount of \$76,163.61 from MetLife Assignment Company, Inc.
22 (hereinafter referred to as “Assignee”) by issuing a check made payable
23 MetLife Assignment Company, Inc. in the amount of \$28,208.74, and
24 MetLife Assignment Company, Inc. will provide periodic payments to
25 be made by Metropolitan Tower Life Insurance Company (hereinafter
26 referred to as “Annuity Carrier”) rated A+ Class XV by A.M. Best
27 Company as set forth in “Exhibit A” to the Declaration of Hang D. Le
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1 and in the table below. The total amount that S.S.C. will receive after
2 the final payment is made directly to her from the annuity is
3 \$185,296.74.

4 f. Defendant County of San Bernardino will arrange to have the checks
5 partially funding the annuity premiums, made payable to MetLife
6 Assignment Company, Inc., delivered directly to the annuity broker,
7 Baldwin Settlements.

8 4. Defendant State of California, through counsel, shall prepare and
9 deliver the drafts for the gross settlement proceeds in the amount of \$340,000
10 payable as follows:

11 a. A draft for \$148,180.52 shall be made payable to the “Law Offices of
12 Dale K. Galipo, Client Trust Account,” and sent to the Law Offices of
13 Dale K. Galipo. These funds shall be used to satisfy (1) the attorneys’
14 fees owed to the Law Offices of Dale K. Galipo in the amount of
15 \$34,000 by Minor Plaintiff L.C. from the settlement with State
16 Defendants; (2) the pro rata costs owed to Plaintiff L.C.’s attorneys in
17 the amount of \$3,045.13 from the settlement with State Defendants; (3)
18 the attorneys’ fees owed to the Law Offices of Dale K. Galipo in the
19 amount of \$34,000 by Minor Plaintiff I.H. from the settlement with
20 County Defendants; (4) the pro rata costs owed to Plaintiff I.H.’s
21 attorneys in the amount of \$3,045.13 from the settlement with State
22 Defendants; (5) the attorneys’ fees owed to the Law Offices of Dale K.
23 Galipo in the amount of \$34,000 by Minor Plaintiff A.L. from the
24 settlement with State Defendants; (6) the pro rata costs owed to
25 Plaintiff A.L.’s attorneys in the amount of \$3,045.13 from the
26 settlement with State Defendants; (7) the attorneys’ fees owed to the
27 Law Offices of Dale K. Galipo in the amount of \$34,000 by Nominal
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1 Defendant S.S.C. from the settlement with State Defendants; and (8)
2 the pro rata costs owed to Nominal Defendant S.S.C.'s attorneys in the
3 amount of \$3,045.13 from the settlement with State Defendants.

4 b. Defendant State of California will partially fund the purchase of a
5 structured annuity for the Minor Plaintiff L.C. in the total amount of
6 \$76,163.61 from MetLife Assignment Company, Inc. (hereinafter
7 referred to as "Assignee") by issuing a check made payable MetLife
8 Assignment Company, Inc. in the amount of \$47,954.87, and MetLife
9 Assignment Company, Inc. will provide periodic payments to be made
10 by Metropolitan Tower Life Insurance Company (hereinafter referred
11 to as "Annuity Carrier") rated A+ Class XV by A.M. Best Company as
12 set forth in "Exhibit A" to the Declaration of Hang D. Le and in the
13 table below. The total amount that L.C. will receive after the final
14 payment is made directly to her from the annuity is \$122,467.77.

15 c. Defendant State of California will partially fund the purchase of a
16 structured annuity for the Minor Plaintiff I.H. in the total amount of
17 \$76,163.61 from MetLife Assignment Company, Inc. (hereinafter
18 referred to as "Assignee") by issuing a check made payable MetLife
19 Assignment Company, Inc. in the amount of \$47,954.87, and MetLife
20 Assignment Company, Inc. will provide periodic payments to be made
21 by Metropolitan Tower Life Insurance Company (hereinafter referred
22 to as "Annuity Carrier") rated A+ Class XV by A.M. Best Company as
23 set forth in "Exhibit A" to the Declaration of Hang D. Le and in the
24 table below. The total amount that L.C. will receive after the final
25 payment is made directly to her from the annuity is \$168,381.74.

26 d. Defendant State of California will partially fund the purchase of a
27 structured annuity for the Minor Plaintiff A.L. in the total amount of
28

1 \$76,163.61 from MetLife Assignment Company, Inc. (hereinafter
2 referred to as “Assignee”) by issuing a check made payable MetLife
3 Assignment Company, Inc. in the amount of \$47,954.87, and MetLife
4 Assignment Company, Inc. will provide periodic payments to be made
5 by Metropolitan Tower Life Insurance Company (hereinafter referred
6 to as “Annuity Carrier”) rated A+ Class XV by A.M. Best Company as
7 set forth in “Exhibit A” to the Declaration of Hang D. Le and in the
8 table below. The total amount that A.L. will receive after the final
9 payment is made directly to her from the annuity is \$178,677.81.

10 e. Defendant State of California will partially fund the purchase of a
11 structured annuity for the Nominal Defendant S.S.C. in the total
12 amount of \$76,163.61 from MetLife Assignment Company, Inc.
13 (hereinafter referred to as “Assignee”) by issuing a check made payable
14 MetLife Assignment Company, Inc. in the amount of \$47,954.87, and
15 MetLife Assignment Company, Inc. will provide periodic payments to
16 be made by Metropolitan Tower Life Insurance Company (hereinafter
17 referred to as “Annuity Carrier”) rated A+ Class XV by A.M. Best
18 Company as set forth in “Exhibit A” to the Declaration of Hang D. Le
19 and in the table below. The total amount that S.S.C. will receive after
20 the final payment is made directly to her from the annuity is
21 \$185,296.74.

22 f. Defendant State of California will arrange to have the checks partially
23 funding the annuity premiums, made payable to MetLife Assignment
24 Company, Inc., delivered directly to the annuity broker, Baldwin
25 Settlements.

26 5. Annuity Carrier shall provide periodic payments in accordance with
27 “Exhibit A” to the Declaration of Hang D. Le and as set forth in the table below.
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6. Annuity Carrier shall provide periodic payments in accordance with “Exhibit B” to the Declaration of Hang D. Le and as set forth in the table below.

7. Annuity Carrier shall provide periodic payments in accordance with “Exhibit C” to the Declaration of Hang D. Le and as set forth in the table below.

8. Annuity Carrier shall provide periodic payments in accordance with “Exhibit D” to the Declaration of Hang D. Le and as set forth in the table below.

6. All sums and periodic payments set forth in the section entitled “Payments” constitute damages on account of personal injuries or illness, arising from an occurrence, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

7. Prior to Minor Plaintiff L.C. reaching the age of majority, disbursement drafts will be made payable and issued to L.C.’s parent and guardian, Maria Cadena, according to the payment schedule. Disbursement drafts will be made payable and will begin being issued directly to L.C. upon reaching the age of maturity according to the payment schedule.

Payable to Maria Cadena, Parent and Guardian

\$7,000	Paid as lump sum on 2/1/2026
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Payable to L.C.

\$7,500	Paid as lump sum on 4/29/2031
\$10,000	Paid as lump sum on 4/29/2033
\$15,000	Paid as lump sum on 4/29/2035
\$25,000	Paid as lump sum on 4/29/2037
\$57,967.77	Paid as lump sum on 4/29/2039

8. Prior to Minor Plaintiff I.H. reaching the age of majority, disbursement drafts will be made payable and issued to I.H.'s parent and guardian, Jasmine Hernandez, according to the payment schedule. Disbursement drafts will be made payable and will begin being issued directly to I.H. upon reaching the age of maturity according to the payment schedule.

Payable to Jasmine Hernandez, as Parent and Guardian

\$8,500	Paid as lump sum on 2/1/2026
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Payable to I.H.

\$10,000	Paid as lump sum on 9/18/2037
\$15,000	Paid as lump sum on 9/18/2039
\$20,000	Paid as lump sum on 9/18/2041
\$28,750	Paid as lump sum on 9/18/2043
\$86,131.74	Paid as lump sum on 9/18/2045

9. Prior to Minor Plaintiff A.L. reaching the age of majority, disbursement drafts will be made payable and issued to A.L.'s parent and guardian, Lidia Lopez, according to the payment schedule. Disbursement drafts will be made payable and will begin being issued directly to A.L. upon reaching the age of maturity according to the payment schedule.

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Payable to Lidia Lopez, as Parent and Guardian

\$10,000	Paid as lump sum on 2/1/2026
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Payable to A.L.

\$10,000	Paid as lump sum on 2/10/2039
\$15,000	Paid as lump sum on 2/10/2041
\$20,000	Paid as lump sum on 2/10/2043
\$30,000	Paid as lump sum on 2/10/2045
\$93,677.81	Paid as lump sum on 2/10/2047

10. Disbursement drafts will be made payable and will begin being issued directly to Nominal Defendant S.S.C. upon reaching the age of maturity according to the payment schedule.

Payable to S.S.C.

\$10,000	Paid as lump sum on 9/02/2037
\$15,000	Paid as lump sum on 9/02/2039
\$20,000	Paid as lump sum on 9/02/2041
\$30,000	Paid as lump sum on 9/02/2043
\$110,296.74	Paid as lump sum on 9/02/2045

11. Defendant County of San Bernardino will make a “qualified assignment” within the meaning of Section 130(c), of the Internal Revenue code of 1986, as amended, to Assignee, of the Defendant County of San Bernardino’s liability to make the periodic payments as described in the above tables and in “Exhibit A,” “Exhibit B,” “Exhibit C,” and “Exhibit D” to the Declaration of Hang

1 D. Le filed concurrently herewith. Such assignment, if made, shall be accepted by
2 the Plaintiffs and Nominal Defendant without right of rejection and shall completely
3 release and discharge Defendant County of San Bernardino from such obligations
4 hereunder as are assigned to Assignee. This includes that Defendant County of San
5 Bernardino shall execute a Qualified Assignment document.

6 12. Defendant State of California will make a “qualified assignment”
7 within the meaning of Section 130(c), of the Internal Revenue code of 1986, as
8 amended, to Assignee, of the Defendant State of California’s liability to make the
9 periodic payments as described in the above tables and in “Exhibit A,” “Exhibit B,”
10 “Exhibit C,” and “Exhibit D” to the Declaration of Hang D. Le filed concurrently
11 herewith. Such assignment, if made, shall be accepted by the Plaintiffs and Nominal
12 Defendant without right of rejection and shall completely release and discharge
13 Defendant State of California from such obligations hereunder as are assigned to
14 Assignee. This includes that Defendant State of California shall execute a Qualified
15 Assignment document.

16 13. Defendant County of San Bernardino and/or Assignee shall have the
17 right to fund its liability to make periodic payments by purchasing a “qualified
18 funding asset,” within the meaning of Section 130(d) of the Code, in the form of an
19 annuity policy from the Annuity Carrier.

20 14. Defendant State of California and/or Assignee shall have the right to
21 fund its liability to make periodic payments by purchasing a “qualified funding
22 asset,” within the meaning of Section 130(d) of the Code, in the form of an annuity
23 policy from the Annuity Carrier.

24 11. Assignee shall be the owner of the annuity policy or policies, and shall
25 have all rights of ownership.

26 12. The Assignee will have the Annuity Carrier mail payments directly to
27 the Minor Plaintiffs L.C., I.H., A.L. and Nominal Defendant S.S.C., as set forth
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1 above. Maria Cadena (until Minor Plaintiff L.C. reaches the age of the majority) and
2 then L.C. shall be responsible for maintaining the currency of the proper mailing
3 address and mortality information to Assignee. Jasmine Hernandez (until Minor
4 Plaintiff I.H. reaches the age of the majority) and then I.H. shall be responsible for
5 maintaining the currency of the proper mailing address and mortality information to
6 Assignee. Lidia Lopez (until Minor Plaintiff A.L. reaches the age of the majority)
7 and then A.L. shall be responsible for maintaining the currency of the proper
8 mailing address and mortality information to Assignee. Linda Rangel (until Minor
9 Plaintiff S.S.C. reaches the age of the majority) and then S.S.C. shall be responsible
10 for maintaining the currency of the proper mailing address and mortality
11 information to Assignee.

12 13. The future structured settlement payments listed in this Order are
13 guaranteed based on current annuity rates and a projected annuity purchase date of
14 January 15, 2026. Any delay in funding the annuity purchase may result in a delay
15 of the payment dates or a change in the payment amounts that shall be accurately
16 recorded in the settlement agreement and release, qualified assignment and release
17 document, or annuity contract without the need to amend this Order up to 90 days
18 after the original purchase date.

19 Since the Application is unopposed and is suitable for decision without oral
20 argument, good cause exists to approve the settlement without a hearing.¹

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27 ¹ In light of the foregoing, Plaintiff's July 18, 2025 Ex Parte Application, dkt. 198, is
28 deemed as moot.

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2 Accordingly, this matter is **DISMISSED** without prejudice. When the
3 terms of the settlement have been satisfied, Plaintiff shall file a request for
4 change of dismissal order to a dismissal with prejudice.

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6 **IT IS SO ORDERED.**

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9 Dated: August 26, 2025

10 _____
11 Honorable Kenly Kiya Kato
12 United States District Judge
13 Central District of California
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